

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK

3 -----x
CAN'T STOP PRODUCTIONS, INC.,

4 Plaintiff,

5 Case No. 7:17-cv-06513-CS

6 -vs-

7 SIXUVUS, LTD., et al.,

8 Defendants.

9 -----x

10 United States Courthouse
White Plains, NY
11 May 4, 2018
12:02 p.m.

12 Before:

13 HONORABLE LISA M. SMITH

14 United States Magistrate Judge

15 APPEARANCES

16 EISENBERG, TANCHUM & LEVY
17 STEWART L. LEVY
Attorneys for the Plaintiff

18 ADELMAN MATZ, P.C.
19 GARY PHILIP ADELMAN
Attorney for Defendants

20 KAREN WILLIS, Intervenor, pro se
21 (Appearing via telephone)

1 THE COURT: You may be seated.

2 THE CLERK: In the matter of Can't Stop Productions, Inc.
3 versus Sixuvus, Limited.

4 Counsel and parties appearing pro se, please note your
5 appearance for the record.

6 MS. WILLIS: Karen Willis.

7 THE COURT: Good afternoon, Ms. Willis.

8 MS. WILLIS: Good afternoon.

9 MR. LEVY: Stewart Levy for the plaintiff, Can't Stop.

10 THE COURT: Good afternoon, Mr. Levy.

11 MR. ADELMAN: Gary Adelman for the defendant.

12 THE COURT: Good afternoon, Mr. Adelman.

13 Ms. Willis, we discovered when we listened -- I discovered
14 when I listened to the tape recording of our previous conference
15 that, although we can hear you on the phone, the recording was
16 not as clear as we might have liked; and so I have asked for a
17 court reporter today to make sure that we have a clear record
18 and a full transcript of everything that occurs. So it's
19 possible that the court reporter might have to ask you to repeat
20 yourself, so I don't want you to be surprised if that happens.

21 MS. WILLIS: Okay. No problem.

22 THE COURT: All right? I understand that there had been
23 some issues about the proposed settlement, and the way I
24 understood it, Ms. Willis, was that as of Tuesday, you had not
25 yet had an opportunity to review the proposed agreement which

1 Mr. Levy and Mr. Adelman had drafted based on the agreement that
2 we had reached on March 28th, and it was our hope that by
3 putting this over to today, you would have an opportunity to
4 review that agreement and be able to identify if there are
5 issues with that agreement.

6 MS. WILLIS: Your Honor, yes. And I think the problem that
7 we have here is that, apparently, Mr. Levy and Mr. Adelman's
8 understanding of the settlement, which they have -- were
9 supposed to have reviewed it outside of me and then I am -- it's
10 given to me, and I am like, okay, we have agreed to this. Now
11 look at it, and it's sort of -- it's created a bit of friction
12 that there are things in there, for example, the amount -- I am
13 hearing a bit of feedback here. I don't know why, but I don't
14 know if you can hear me clearly. I am trying to ignore it.

15 THE COURT: We can hear you clearly. We are not getting
16 any kind of feedback.

17 MS. WILLIS: Okay. I will try to ignore it.

18 For example, they talk about the time -- one of the things
19 that stood out to me was the time which the parties had to
20 remove any negative information that might appear on Facebook,
21 for example, like Kings of Disco.

22 THE COURT: Can you tell us what page you are talking
23 about?

24 MS. WILLIS: Well, let me slow down because I didn't -- let
25 me see. I didn't go to the area. If Mr. Levy sees it before I

1 do, or Mr. Adelman, let me know that, gentlemen. It's in here.
2 I am looking at -- let me see here -- I didn't get a chance to
3 highlight anything. So we are doing this in real-time.

4 THE COURT: I think it's on page 8.

5 MS. WILLIS: Let me go down here. 7, 8. Okay. Let's see.
6 Okay. All right. So what happened was, initially I think they
7 had like ten days or seven, whichever, and then apparently it's
8 been -- it was pared down to five. And so, to me, I am not okay
9 with that because, are you kidding? I don't know of any post on
10 Facebook that lasts five days. The life of a post when we do it
11 on Facebook, for example, particularly to do damage, it's within
12 24 hours. Whenever there is a posting to Facebook, Your Honor,
13 they don't last long for the amount of time that people get to
14 look at it. They look at it all within -- within an hour to
15 24 hours. And so, therefore, to say that, oh, we are going to
16 have five days. Like what? Are you kidding? Five days, you
17 are ruined, you know. So it has to happen immediately.

18 THE COURT: Ms. Willis, I have to ask you to slow down. I
19 am having a hard time understanding you because your words are
20 running into each other. So --

21 MS. WILLIS: Okay.

22 THE COURT: We want to make sure that we really understand
23 you. So --

24 MS. WILLIS: Okay. I will speak slower.

25 THE COURT: Thank you.

1 MS. WILLIS: All right. For example, the average post, the
2 life of a post where people are actually reading and responding
3 is within the period of time that Facebook, you know, normally
4 offers an opportunity to "like" what they call boost to post or
5 whatever. So the life of a post, in all honesty, Your Honor, is
6 really within an hour to 24 hours. After you get into 24 hours,
7 48 hours, three days, five days, the post is already over. It's
8 still there, but you don't get as many people looking at it; and
9 so to say that someone can post something negative and then you
10 can be lackadaisical and wait five days, you're already ruined.
11 We are talking -- they would have to agree that it's done
12 immediately. I mean, you have to remove it and without delay or
13 something like that, you know. Not five days. And it's my time
14 on Facebook, not his.

15 THE COURT: Let me hear from Mr. Levy first.

16 MR. LEVY: Yes, Your Honor.

17 THE COURT: Mr. Levy, you don't have to stand up.

18 MR. LEVY: Whatever makes Ms. Willis and Sixuvus attorneys,
19 anyone happy is fine us. I don't know whether five days is a
20 lot or too much. Ms. Willis is correct that initially it was
21 ten days, and we whittled it down to five, and that seemed to be
22 what Sixuvus was comfortable with. We are fine.

23 I will point out, though, that you know, we were supportive
24 of Ms. Willis, we want to get this thing corrected, but as far
25 as these documents being done without her knowledge, I did the

1 draft of the settlement agreement on April 10th, and I then
2 proceeded to have a week's worth of emails to Ms. Willis saying,
3 here, take a look at it. Take a look at it. I had two
4 telephone conversations with her during that week period where
5 she gave me the changes. I made the changes and sent it over
6 to her. I said, okay, is this done? I actually have an email
7 dated April 12 from Ms. Willis saying that it's okay, the draft
8 is okay, and based upon -- with one exception -- I didn't have
9 an email response, which I have, I could show the Court, where I
10 said, look, I will make -- I made the change. So now I am going
11 to send it over to the other side to look at.

12 So before the Sixuvus side saw a document, I waited to get
13 an email from Ms. Willis saying it was okay. Now, I understand
14 that, you know, upon further review you can find things that you
15 want to change, and she is not locked in, but I did want to make
16 it clear that nothing was sent to Sixuvus attorneys before I got
17 Ms. Willis's okay to send the draft.

18 Now if subsequently there are issues here, I am happy to
19 work them out. In fact, I told Mr. Adelman this morning, I
20 said, look, I am not comfortable with this Internet stuff
21 because he says one thing, and Ms. Willis says something else,
22 and Ms. Willis is a licensee, and we support her; but if need
23 be, then if we can't resolve it here, I would be okay if those
24 two parties hire a company that specializes in Internet research
25 and let them hire a company, make a list and submit the report

1 to the Court to narrow it down and let a third party tell you
2 whether, for example, in this case, is five days enough or is it
3 too much because my fear is, Ms. Willis says that five days is
4 too much time to ask for a correction. I will -- look, I will
5 support her on that. But I am sure Mr. Adelman will say it's
6 not, and maybe the way to resolve it is to get an expert company
7 in here and let them do a report to the judge and then you make
8 your ruling based upon that.

9 THE COURT: Mr. Adelman?

10 MR. ADELMAN: So we received a --

11 THE COURT: Move the microphone to you.

12 MR. ADELMAN: Oh. We did receive the draft from Mr. Levy.
13 Ms. Willis was not on the email. He stated in the email that he
14 had sought approval from Ms. Willis, his client and Mr. Besser.
15 Great. We took the draft, and we reviewed the transcript, and
16 in our opinion, the only changes we made were changes that
17 complied with the transcript or they were administrative such as
18 the stipulations and things like that. We made those changes
19 and sent them back to Mr. Levy. Mr. Levy confirmed with us that
20 he had sent those changes on to Ms. Willis and his client.

21 Nevertheless, the original draft contains the ten days,
22 which is what all parties said they agreed to. We, in fact, cut
23 it down to five.

24 As far as Ms. Willis's argument that the damage is done, so
25 to speak, my response to that would be, well, if the damage is

1 done, what's the difference at that point between immediately or
2 five days? If -- but nevertheless, I don't think immediately is
3 available. And what I mean by that is, is that my client, the
4 person who runs Facebook does it part time, and they are
5 comfortable with the five days. If three days would be more
6 comfortable to Ms. Willis, I think that is probably a good
7 compromise, and nevertheless, there is still a notice of cure.

8 The point here is not the amount of time. I am sure my
9 client will try to get it down as quickly as they can because no
10 one has any interest in this sort of disparagement back and
11 forth. My clients do not want that sort of thing to continue to
12 happen. They want to go forth in peace. So I would say three
13 days is a compromise with a gentlemen-ladies agreement that if
14 we get a notice from Ms. Willis, we will do it expeditiously.
15 But the papers themselves should at least give us three days.
16 That's my position.

17 THE COURT: What do you think of that, Ms. Willis?

18 The first thing that I would comment is, you need to
19 remember this is not a one-way street. This is for both sides
20 not to disparage the other. Both sides have an opportunity to
21 bring to the other side's attention that there is something
22 unflattering on a social media site and both sides would then
23 have an obligation to comply with whatever is said has been
24 posted, but keep in mind, it's simply not possible to require
25 removing something within 24 hours of its posting because there

1 is no guarantee that either side would be aware of the posting.
2 It's within a certain period of time of receiving notice.

3 Now, as a practical matter, I think both sides don't want
4 to have difficulty with this issue, and I would suspect that
5 anyone involved, whether it's you or a member of Sixxvus, if you
6 become aware of something negative on your own social media, you
7 are going to delete it right away even before you get notice
8 from the other side; but there is necessarily delay involved,
9 whether it's an hour, or a day or a week before notice is
10 effectively given, and it can't be instantaneous on the receipt
11 of notice. Just for both sides.

12 For example, for example, what if you and Victor Willis are
13 traveling somewhere and don't have -- and I know you probably
14 have your electronic devices with you all the time -- but you
15 may not have immediate access to all of the tools you need to
16 delete this item off of Facebook at that time, at that exact
17 moment, but three days seems, to me, like a reasonable
18 compromise.

19 What do you think, Ms. Willis?

20 MS. WILLIS: Well, no. And again, I will tell you why. On
21 Facebook, and you have to really -- I don't mean to be so wonky
22 about this, but I know a lot about social media. Okay? I am
23 almost like a specialist on it. And so social media these days,
24 Your Honor, is so very crucial and important, and you can ruin a
25 person on social media in a matter of hours, and I am not

1 kidding here. And so therefore, when you talk -- and by the
2 way, Your Honor, I am referring to the time that we notify each
3 other. From that point on, either side ought to immediately
4 speak to -- because it's a quick process. And not only that,
5 Your Honor, Facebook's own standards require. They say if there
6 is something on the site that's offensive, that's, you know,
7 mocking or whatever, they want it gone immediately or they can
8 shut your site down. And so I propose to the Court, again, that
9 it should be without delay upon notice of it. All right? And
10 it could be done. If someone tells me now, Your Honor, Karen,
11 look, on the Village People Facebook page right now someone is
12 disparaging the Sixxvus, all I have to do, Your Honor -- as I
13 told you this a few seconds ago is to go to Facebook and delete
14 it instantaneously.

15 So no, this whole idea of five days, that's because the
16 Sixxvus is also aware of what can happen in two days, five days,
17 and I am -- it would have to be immediately -- and we are
18 talking about within hours. If we don't get it narrowed down
19 now, Your Honor, they will say, oh, well, I am sorry. That fell
20 through the cracks, you know, and everything. And so now
21 everyone else has picked up on the negativity that they have
22 stated, and of course that goes to both sides; and so no, we
23 can't go on three days. It has to be without delay and
24 hopefully within just several -- within hours they have to be
25 gone.

1 THE COURT: Well, let me just suggest this, Ms. Willis:
2 Presumably we would have some understanding of how that notice
3 is going to be provided. Let's just say at the moment -- and I
4 don't know what the parties have in mind -- let's say that the
5 notice would go to Mr. Adelman, and Mr. Adelman is in the
6 dentist's chair and is having a --

7 MR. ADELMAN: Root canal.

8 THE COURT: -- major dental surgery and is under the
9 influence of some kind of anesthetic and isn't able to
10 communicate with his clients for 36 hours from when the notice
11 hits his email account because he was simply unable to do it.

12 How about this, let's see if this language might work: The
13 parties agree that they will make every effort to delete any
14 such disparaging or negative posting without unnecessary delay
15 and in no event longer than 48 hours from the time of notice?

16 MS. WILLIS: Twenty-four hours. Forty-eight hours is --
17 it's over. The post is over.

18 THE COURT: But --

19 MS. WILLIS: -- site, Your Honor, it's 24 hours. The time
20 that Facebook has on it, Your Honor.

21 MR. ADELMAN: Your Honor, I don't think there's been any
22 posts.

23 THE COURT: Ms. Willis, let me ask you this: Are you
24 three, four, five times a day checking the Sixxvus Facebook
25 page, Twitter account, Instagram account? It could be --

1 MS. WILLIS: Yes.

2 THE COURT: -- days before you even become aware of it or
3 anyone on your staff becomes aware of it, in which case why
4 24 hours? We have no way of controlling how long it is before
5 notice would occur.

6 MS. WILLIS: Your Honor, I am saying from the time --
7 24 hours from the time we put them on notice that it's there, or
8 they have put me on notice that it's there.

9 THE COURT: I think that's --

10 MS. WILLIS: It can be done, Your Honor. It's quick. You
11 just delete. It's gone. It's quick.

12 THE COURT: I understand that, but --

13 MR. ADELMAN: Can I say one thing? Sorry.

14 THE COURT: You can't speak when I am speaking,
15 Mr. Adelman.

16 MR. ADELMAN: I apologize.

17 THE COURT: Because I assure you the court reporter is
18 hearing me, not you.

19 MR. ADELMAN: You are right, Your Honor. I apologize.

20 THE COURT: Ms. Willis, I just -- I don't think I could
21 approve 24 hours because -- or recommend to Judge Seibel that
22 she approve 24 hours because it's just not reasonable. People
23 are not -- maybe you can -- but most of the rest of us are not
24 poised to immediately make changes to something on social media,
25 and it's not as though there is a staff person ready, willing

1 and able to do this.

2 If we incorporate the language that the parties on both
3 sides will make every effort to delete the posting without
4 unnecessary delay, then that accommodates you, but then we set
5 an outside time of 48 hours. It seems to me that that's
6 eminently reasonable.

7 MS. WILLIS: Well, again, if you knew anything about social
8 media and Facebook, it's a lot of time; but Your Honor, let's do
9 this because I don't want to get stuck on that issue because
10 there are other issues relating to social media, but look,
11 again, and Your Honor, yes, they do have someone. Sixxvix does
12 have several people that administer the posts, and they are very
13 good at it. They are in the site in the middle of the night.
14 They know how to do it, Your Honor. I assure you of it. We
15 have experienced it from them, and they have experienced it from
16 us. The Court just may not be familiar with it, as familiar
17 with this process on Facebook as I am or social media, but I
18 assure you that they have at least four to five of their members
19 who are also on their social media as administrators.

20 THE COURT: So can you --

21 MS. WILLIS: I don't want to get stuck on it.

22 THE COURT: Can you live with my suggestion?

23 MS. WILLIS: I can if they can say that they are going to
24 make every effort to do it within 24 hours after notice.

25 THE COURT: Well, I would just say, I don't think you need

1 to say something specific like that. I think -- I think will
2 make every effort to delete the posting without unnecessary
3 delay and in no event longer than 48 hours.

4 MS. WILLIS: I -- again, I think we are back to -- I think
5 in no event 24 hours. It's over, Your Honor, within 48 hours.
6 It's --

7 THE COURT: It's not reasonable.

8 MS. WILLIS: -- immediate. It's immediate. In Facebook
9 and social media it is, yes, it is.

10 THE COURT: I understand what you are saying, but it's not
11 reasonable in the real world, Ms. Willis. It's just not, and I
12 couldn't recommend to Judge Seibel that she approve that in the
13 agreement, nor do I think Mr. Adelman would accept it, but I
14 will twist his arm to accept 48 hours.

15 MS. WILLIS: Well, Your Honor, again, Facebook's own social
16 standards say that. It's got to be done. They know it can't
17 stay up there 24, 48 hours. The damage is done.

18 Again, I don't want to get stuck here. I believe that both
19 sides have the ability -- the Sixxus certainly does -- to
20 remove something within hours, and so do I. Now Your Honor may
21 think that that's not something that's reasonable. Of course it
22 happens every day. I assure the Court of that. It's not a
23 problem. It's not even hard to do upon notice.

24 THE COURT: Obviously, if there were a violation of
25 Facebook's own rules, that's between the owners of the site and

1 Facebook, but can you live with my recommendation as a part of
2 this agreement?

3 MS. WILLIS: Okay, ma'am. I will go along with it.

4 THE COURT: Mr. Adelman, can we live with that?

5 MR. ADELMAN: Yes, Your Honor.

6 THE COURT: All right. So that takes care of that issue.

7 There was another issue, Ms. Willis, that you had raised in
8 one of your letters to the Court --

9 MS. WILLIS: Uh-huh. Uh-huh.

10 THE COURT: -- that I have to tell you, you had already
11 agreed on March 28th that you could live with it; and I can read
12 to you from the transcript. You were talking about how the
13 Village People Facebook had been transformed into the Kings of
14 Disco Facebook and had a page that had 40,000 -- 40,000 "likes"
15 for the Village People, and then you said, "Now I said that. So
16 let me move on. I will agree to the settlement. Okay. And not
17 to challenge the Sixxvus takeover of the Village People Facebook
18 page or other social media as long as, as Your Honor stated, a
19 non-disparagement clause is in the settlement."

20 And then we went on, and we discussed the non-disparagement
21 clause, which is what we were just now talking about. So I
22 appreciate that you are still not happy about it, but you have
23 already committed yourself not to contest that issue; and once
24 you have committed yourself, Mr. Adelman would be entitled, if
25 he wished, to make a motion to enforce the settlement in that

1 regard.

2 So I appreciate that you don't like it, but one of the
3 things about a settlement is that everybody accepts things that
4 they don't really like. It's a compromise.

5 So on this issue, on the issue of the Village People
6 Facebook page and the "likes," I think you have already
7 committed yourself to that. That's what I would recommend to
8 Judge Seibel.

9 I also want to point out that some of what you were raising
10 with regard to doing Google searches and what comes up first, my
11 law clerk on this case and I each did a Google search. We did
12 it within minutes of each other, and the results were different.
13 We weren't using the same computer network. Our computers are
14 about 30 feet apart from each other, and yet we came up with
15 different results. None of us can control the algorithm that
16 Google uses to produce its search results.

17 Now, you, on behalf of the Village People featuring Victor
18 Willis, could utilize the services of a search engine advisory
19 company to help you to improve the Google results for your
20 client. You are certainly capable of doing that, but the fact
21 that a certain order came up when you did a Google search is
22 outside the confines of this agreement because no one has
23 control over that.

24 MS. WILLIS: Okay. I am just waiting for Your Honor to let
25 me respond.

1 THE COURT: It's your response now.

2 MS. WILLIS: Okay. All right. So here is why
3 Mr. Adelman's -- in the attempt to attempt to force that aspect
4 would fail, Your Honor, and here is why.

5 THE COURT: Force what aspect? I don't understand what you
6 are saying.

7 MS. WILLIS: I am sorry. The -- that I somehow have agreed
8 to, you know, forego the issue of the Internet. I'm speaking of
9 Facebook concerns.

10 THE COURT: No, he is not arguing that. I am arguing it.
11 I am reading the transcript. I just read it to you. He hasn't
12 made any argument at all in this regard. I am telling you --

13 MS. WILLIS: Okay.

14 THE COURT: -- that during the conference before me in
15 clear language you said, "I will agree not to contest that
16 issue." And then we went on and discussed the non-disparagement
17 clause, and you affirmatively said, "We have a settlement." So
18 I am the one who is saying it.

19 MS. WILLIS: Okay.

20 THE COURT: And with regard to Mr. Adelman, I simply said
21 he would be entitled, if he wished, to make a motion to enforce
22 that settlement, but he hasn't done it. He is here in good
23 faith trying for all of us to work out some kind of an
24 understanding.

25 I don't mean to be putting words in his mouth, and I

1 apologize if that's what it seems like. So yes, please. Go
2 ahead.

3 MS. WILLIS: Well, as I said in my -- in my several
4 communications that have appeared with respect to that, at the
5 time when I discovered this, and particularly when Mr. Adelman
6 first dropped it on us in court, that the Facebook had flipped
7 their page, okay, it took, as I stated, a bit of time for me to
8 really discover what had really occurred here. Okay. And the
9 type of damage, okay, that was happening; and I discovered right
10 after that, Your Honor, that the Sixxvux had also taken over a
11 Village People Wiki page that is pointed at them right now, and
12 Facebook clearly states it, that it's there, and so it is in
13 that context, Your Honor, that I am saying that I don't have to
14 stick with that because I have discovered that they have done
15 things in the pendency of this agreement to sort of put them in
16 a better position with respect to the Facebook stuff. So that's
17 where I am at, Your Honor.

18 So it doesn't matter what I said then. I am simply
19 arguing, as I argued in the communications, that things have
20 occurred since then, okay, that have made me fully understand
21 the extent of what they have done with Facebook. I didn't
22 understand it at that time, but I do now, and I am not going to
23 go along with it because of this. Okay? And so I am proposing
24 a separate thing that must occur here if I am going to go along
25 with this.

1 MR. ADELMAN: Your Honor.

2 MS. WILLIS: And, Your Honor, the thing I would like to ask
3 Mr. Adelman is: Where are the social media accounts? Where are
4 they? Why don't we have them? What did they do with them?

5 THE COURT: I have no idea what you are talking about. I
6 have no idea what you are talking about, and with regard to
7 Wiki, if you are talking about a Wikipedia entry, which I have
8 looked at --

9 MS. WILLIS: It's not, Your Honor.

10 THE COURT: I have no idea what you are talking about. A
11 Facebook Wiki page? And --

12 MS. WILLIS: See, that's a problem.

13 THE COURT: -- by the way, on Wikipedia, the website that
14 readers are directed to is your website, so I don't understand
15 what you mean by a "Wiki Facebook page."

16 MS. WILLIS: Okay. Your Honor, there -- there is a -- if
17 you take a look, if Your Honor would like to go there now, to
18 the Kings of Disco --

19 THE COURT: I can't.

20 MS. WILLIS: What I did is -- take a look at my exhibit,
21 Your Honor, and that will make it easier for you.

22 THE COURT: Exhibit what? Exhibit to what?

23 MS. WILLIS: Take a look at the attachment. Take a look at
24 the attachment to the -- to the letter I have sent over.

25 THE COURT: What date?

1 MS. WILLIS: Let me just see if I can find it here. Oh,
2 God, it would be -- it would have been on -- let me see here --
3 it's on there, too. Let's see here. Sent -- it was the two
4 letters that were sent, and I think there were two emails that
5 were sent as part of an attachment, and I have it there. Let me
6 see if I can find it here.

7 THE COURT: Are you talking about the Google search that
8 says "Village Legal Facebook page?"

9 MS. WILLIS: Yes. On that exhibit that I sent on -- take a
10 look at -- read it. It will tell you right up there that this
11 page is -- was directed here from the Wiki page, and this is the
12 Kings of Disco.

13 THE COURT: No. It says, "You were redirected here from
14 the unofficial page Village People."

15 MS. WILLIS: Yes. That's it. That's the page I am
16 referring to.

17 THE COURT: It doesn't say anything about Wiki. I have no
18 idea what you are talking about.

19 MS. WILLIS: Okay. But that's what it's known as, Your
20 Honor. So disregard the word "Wiki." Okay? It's just a --
21 it's just a term that's used because it's generated by
22 Wikipedia. That -- what that says right there, Your Honor, is
23 that the Kings of Disco have commandeered an unofficial Village
24 People page that was created by Wikipedia through Facebook, and
25 now when you enter Village People, it goes directly over to the

1 Kings of Disco.

2 Why is the Village People page being directed to the Kings
3 of Disco? And by the way, it is that Wiki page that gives them
4 that high ranking because they are really -- it's really the
5 Village People page that has that ranking, and they are blocking
6 my Village People from having the opportunity to claim that page
7 because it belongs to Village People, not the Kings of Disco,
8 but they forward it over to themselves, and they know they did
9 it.

10 MR. ADELMAN: Whenever you want me to respond, Your Honor.

11 THE COURT: I have to say that my understanding of the
12 conversation that we had, which is on the record, which you
13 explicitly agreed to, acknowledged these circumstances. I hear
14 you saying that you have now learned more things; but I am not
15 seeing anything new and different from what we already knew on
16 March 28th, what you referenced yourself in your discussion on
17 March 28th, and if you didn't know enough, then you shouldn't
18 have agreed to a settlement, I am afraid.

19 MS. WILLIS: Well, well, if you allow me to let Your Honor
20 know what is new, Your Honor. I was -- I was not aware of
21 the -- I was not aware of this Wiki page forward until the
22 last -- in the last week. I was unaware that they have gone in
23 and actually positioned their search algorithm through Facebook
24 to actually draw everyone over. These are all things that were
25 not learned at the time. These are the reasons why, you know, I

1 am like, okay, you know what? I can't go along with this.
2 These are things that you guys have done; you have done in the
3 interim of this, in the pendency of this settlement I have
4 become aware of it. I was unaware at that time that they had
5 actually commandeered the Village People Facebook page and
6 turned it over to them. That's what I am getting to, and it's a
7 biggie, Your Honor. You have to really understand social media
8 to know what I am talking about, but it was a major move they
9 made to do that. Major.

10 MR. ADELMAN: Your Honor --

11 MS. WILLIS: And I want it stopped.

12 MR. ADELMAN: First of all, none of that happened.

13 Second of all, on March 16th, which is when Ms. Willis
14 brought her TRO, okay, she brought this up, and said, and the
15 Judge said, "They either surrender these URLs or they can shut
16 it down completely." She said, Ms. Willis. "They can either
17 surrender those URLs, or they can shut it down completely."

18 We surrendered the URLs. Here is the proof. Right here.
19 And if you read this Official Village People page, you know it's
20 not my clients. It's actually disparaging people. I do not
21 think my clients would ever do such a thing.

22 Secondly, in the TRO, the Court issued an order, which --
23 in which she said, "I want a transfer of the content of the
24 Facebook page and Twitter account to different URLs." That's
25 what was done.

1 I don't know what Ms. Willis is talking about as far as
2 redirect. Right? I don't even think my clients have that
3 ability, nor do I even understand how that happens, but I can
4 assure you that my clients aren't doing it. All they want is
5 peace.

6 And I agree with you that Ms. Willis had all the facts
7 between this TRO and the settlement agreement, and she agreed to
8 it, and this conversation should be about enforcement of what
9 was agreed to.

10 MS. WILLIS: Your Honor, you know, again, if you want to go
11 down that line of thinking, you know, of enforcement, this
12 agreement has not been consummated. Judge Seibel made it very
13 clear that despite the fact there's the settlement, the terms
14 that we feel that we reached certainly have to be consummated,
15 and there are a lot of things that -- forgetting that right
16 now -- the least of which is what I just told you that I
17 discovered, and that is that Sixxvix has commandeered the
18 Village People's Facebook page, and it is causing major
19 problems, and I am asking them to rectify it. I won't go along
20 with it unless they agree that they are going to un -- unhinge
21 themselves, unattach themselves to that Village People Facebook
22 page, and it's very easy to do, number one; and then number two,
23 I want them to surrender over as a result of their own behavior,
24 Your Honor, that has occurred after this -- these -- the
25 settlement talks, and as a result of their own behavior, I want

1 them to turn over the Official Village People Facebook page to
2 Can't Stop or me. I want them to turn over the Official Village
3 People Twitter page to Can't Stop or me, and I want them to turn
4 over the Official Village People Instagram. Where are those
5 accounts? We can't very well settle without them giving us
6 those. What did they do with them? We don't have them. They
7 have control of them, Your Honor.

8 MR. ADELMAN: No, Your Honor.

9 MS. WILLIS: Really --

10 THE COURT: Stop. Mr. Adelman was trying to speak while
11 you were speaking, and it's just not working.

12 MR. ADELMAN: I apologize, Your Honor.

13 THE COURT: Go ahead, Ms. Willis. I think you are wrong,
14 by the way, but go ahead.

15 MS. WILLIS: Okay. We are -- okay. The Village People
16 have a set of social media accounts, Your Honor. Okay? And
17 they were quite popular. Where are they? We don't have them.
18 Your Honor, they have not given them to us. Why didn't they
19 simply give those accounts over? All you do is say, okay, you
20 know what? We are not Village People anymore. Here are your
21 social media accounts. Where are they?

22 THE COURT: Ms. Willis, when I did a Google search, I came
23 up with www.OfficialVillagePeople.com, VillagePeople-official
24 website of Village People, and it's my understanding that that's
25 your Facebook page. It's not theirs.

1 MS. WILLIS: No, no, Your Honor. That's a website you are
2 referring to. OfficialVillagePeople.com and VillagePeople.com
3 are websites. I am not talking about websites.

4 THE COURT: And are they yours?

5 MS. WILLIS: Yes. I am not arguing the website. No, no,
6 no, no. I am talking about social media, which is Facebook,
7 Twitter, Instagram, which is what Mr. Adelman is trying to get
8 the Court to sort of ignore here.

9 Can't Stop allowed them -- Can't Stop allowed them to have
10 four -- three to four different accounts. Your Honor, we want
11 them. Where are they?

12 THE COURT: The first -- the first Facebook page that came
13 up when I looked up Village People Facebook page, which is, in
14 fact, entitled www.Facebook.com slash Official Village People is
15 neither of you. It's nobody. It's --

16 MS. WILLIS: May I say --

17 THE COURT: Hello. Let me finish.

18 It's called "Your Village People," and it's a bunch -- it
19 looks -- I can't really tell, and I didn't look very deeply into
20 it, but it has to do with people who, I think, hang around in
21 Greenwich Village.

22 MS. WILLIS: Your Honor --

23 THE COURT: It has an entry -- it has an entry from
24 April 26th that says, "Traveling to the village. Who wants to
25 come?" It has nothing to do with any of the parties in this

1 case.

2 MS. WILLIS: Your Honor, Your Honor, you just -- you made
3 note of something that I made note of in my first communication.

4 THE COURT: It has nothing to do with this case.

5 MS. WILLIS: Yes, it does. That is the Official Village
6 People Facebook page right there. What the Sixuvus did, Your
7 Honor -- and they have done this, by the way, since the time
8 that we have the settlement talks -- you know what they did,
9 Your Honor? They took the Official Village People Facebook
10 page -- which is actually outrageous -- they took it, and they
11 went running with it, and we are going to throw away the key.
12 We aren't going to give it to Can't Stop. We aren't going to
13 give it to Karen Willis. We are going to just throw it away.

14 Because now what they have done, Your Honor, is that
15 someone else has picked up the Official Village People Facebook
16 page, but I will tell you who it is, Your Honor. It's someone
17 who's associated with the Kings of Disco because they still have
18 what they call the administrative rights to do it. Facebook
19 will not release a page like Official Village People to the
20 public that quick. They don't do that. So it's only the
21 Sixuvus who have done that. That's a trick right there, Your
22 Honor, what they are doing. They are trying to distract from or
23 cause problems for Village People by creating a fake Your
24 Village People site so that it prevents the Official Village
25 People, which is what is happening right now with us, from

1 having access; and when you do that, that page comes up as
2 opposed to the Village People page. The Village People, Your
3 Honor, that I am telling you that the Sixuvus are engaged in,
4 and they started it right after we put into the settlement.
5 They threw it away. They still control it, Your Honor. They --
6 and by the way, if we get in touch with Facebook on discovery,
7 Facebook is going to confirm that the Sixuvus still controls
8 that Your Village People. They did that, and that's what got me
9 so upset.

10 THE COURT: Mr. Adelman?

11 MR. ADELMAN: First of all, no.

12 THE COURT: Stay seated.

13 MR. ADELMAN: Okay. Not at all. My clients let go of
14 that -- that Facebook URL as per the Court order. It sat out
15 there. Ms. Willis could have taken it. However, in her TRO on
16 page 23, line 6 -- I am sorry -- line 8, "Your Honor, quite
17 frankly, we are not interested in the Official Village People
18 handle." Talking about Facebook.

19 This is a red herring to somehow subjugate the agreement
20 that we all agreed to, and the only thing we were supposed to do
21 was put it in -- was take the transcript and effectuate it in
22 writing so that we would all know how we were going forward.
23 That's all this is.

24 My clients do not want Official Village People. They are
25 not doing anything. The technology that Ms. Willis is talking

1 about, I don't even know if my clients have the ability to do
2 that, even if they wanted to, which they don't. They just want
3 to go in peace, and this is just a distraction so that
4 Ms. Willis can take us back to court, and she can continue to
5 litigate this. We agreed. We have an agreement.

6 This whole transcript was about what Ms. Willis is talking
7 about. The judge ordered, and we have complied to exactly what
8 Judge Seibel ordered, and we know that because Ms. Willis sent a
9 letter to the judge saying that we had violated the order, and
10 you know what the judge said? No. The judge said, no, they did
11 not violate the order. This has all been litigated and decided.
12 Nothing new has happened.

13 MS. WILLIS: The red herring is what you just proposed now,
14 Mr. Adelman. I have -- I am suggesting to the Court again that
15 they are engaged -- you have to really understand social media
16 to know exactly what I am getting at, but they are engaged in
17 the whole scheme right now to put the Kings of Disco in --
18 excuse me -- to place the Kings of Disco in the position where
19 every time you enter a Facebook page, it goes to either the
20 Kings of Disco or it goes to Your Village People with -- it's
21 something they know that they still control. Facebook will
22 not -- again, I will say it again, Your Honor, on the record
23 here, and it will be proven -- Facebook will not allow what's
24 known as a major URL like Official Village People to be -- to go
25 back into the public domain once someone has let it go. Why?

1 Because there are trademarks involved.

2 So the only people that -- hold on, Mr. Adelman -- so the
3 only way that Your Village People, Your Honor, was able to do
4 what they did is to -- is that -- is that the Sixuvus allowed
5 and invited one of their friends -- we believe it was David Hodo
6 who's been doing it -- invited one of their friends to become
7 the administrator of the Official Village People page. Once
8 that person accepted that invitation to actually become the
9 administrator of the Official Village People page, that's when
10 that administrator flipped the page over. Oh, we are going to
11 state it's Your Village People.

12 THE COURT: Okay. Ms. Willis. Ms. Willis, I understand
13 your objection here. I understand what you are arguing. You
14 said there were a number of issues. We discussed the issue with
15 regard to the timing of deleting disparaging and negative
16 information. We can't come to an agreement on the issue with
17 regard to the transfer of the Facebook page. So let's put that
18 to the side for the moment.

19 I want to know what else you have issues with, which, by
20 the way, you didn't raise with Mr. Levy when he provided this
21 document to you, but go ahead. Tell me what your other issues
22 are.

23 MS. WILLIS: Well, Your Honor, the document -- I never --
24 when Mr. Levy gave the document to Mr. Adelman, Mr. Adelman made
25 his changes, and that's not -- I didn't agree to Mr. Adelman's

1 changes. That's the problem. All right.

2 So, look, here is the other issue: In this particular
3 proposal that -- that Mr. Adelman submitted, and which I did not
4 agree to, he put in there that I am to make a representation
5 that I have control over Victor Willis's personal Facebook page.
6 I never agreed to that. Are you kidding? No. I have personal
7 control over the Village People Facebook page. Mario Cosconosco
8 (phonetic) and two other people are administrators of Victor's
9 Facebook page, you know. No, not me. I can go there from time
10 to time to put stuff, but I am not the main person or the person
11 that controls, and Victor Willis is not part of this particular
12 case, and I am not going to allow them to think that I can
13 somehow bring Victor Willis in by saying, oh, I control his
14 page. Well, I do not.

15 But I do control the Village People Facebook page. That's
16 like me saying, Your Honor, make sure you have Mr. Adelman have
17 his clients say that -- that the Sixxvirus controls Leslie
18 Simpson's Facebook page. They control it. And what? They do?

19 So I am not going to -- I am not going to agree or make a
20 statement that somehow I -- you know, control Victor's Facebook
21 page because I don't.

22 THE COURT: Okay. We hear you. What else?

23 MS. WILLIS: That was it. That one, and I know we talked
24 about the new stuff I discovered they were doing behind the
25 scenes. I think those were the areas -- those are the only

1 things that I recall me having problems with in this agreement.

2 And they can rectify -- again, Your Honor, they can rectify
3 these other things by simply agreeing that -- oh, oh, I am
4 sorry, Your Honor. I did leave out one thing.

5 I discovered now the extent of the Sixuvus transfer or
6 commandeering of the actual Village People Facebook page by
7 having Facebook to convert it over to the Kings of Disco.

8 At the time of our last hearing, Your Honor, I didn't even
9 know exactly how Facebook had done what they did, and of course
10 I have since discovered that they have -- that the Sixuvus made
11 representations, Your Honor -- because I talked to Facebook
12 about this, and I can go on record here -- Sixuvus made
13 representations to Facebook that they -- they were the Village
14 People who simply changed their name. That is why Facebook
15 switched it over and converted the Official Village People
16 Facebook page -- including the "likes," Your Honor, including
17 the -- all the content to the Kings of Disco. These are things
18 that has occurred, Your Honor, also, this is one major thing
19 that occurred after we had the last meeting.

20 THE COURT: That's just not true, Ms. Willis. We discussed
21 those "likes" and how you were so unhappy that those 40,000
22 "likes" had been transferred to the Kings of Disco page. It's
23 just not true that you didn't know that. You know -- you know,
24 when you talk when I am talking, it's as though you are not
25 talking. So it's really important to wait until I am done.

1 You knew about the 40,000 "likes." I know it because you
2 told me about it. I am now aware of it, and it's in the
3 transcript. So -- and, frankly, this is exactly what we talked
4 about 20 minutes ago. I am not sure that there is anything new
5 here.

6 MS. WILLIS: Your Honor, you are mixing it up here. You
7 are mixing up the fact that I knew. I am not arguing that I did
8 not know at the time that they had done it; that's not what I
9 stated, and if you go back to the record here, and read the
10 transcript of what I just said a moment ago, you will see that
11 what I said was, I have discovered what they did in order to get
12 Facebook to convert the site, Your Honor. That's the issue.
13 That's the new thing that I have discovered. That's what I am
14 telling you.

15 Facebook now -- I have discovered through Facebook, that
16 the Sixuvus made representations to Facebook that they simply
17 changed their name from Village People to the Kings of Disco.
18 That's why Facebook did that. That's the new part of this, Your
19 Honor. Not that I didn't know, but I am telling you because I
20 have discovered now the extent of it. Facebook made the change,
21 Your Honor, because the Sixuvus lied to them. I did not know
22 that --

23 THE COURT: But until --

24 MS. WILLIS: -- at the time.

25 THE COURT: But until Can't Stop withdrew the license, they

1 were the Village People. That happens to be a fact. Until
2 Can't Stop withdrew the license, that group was the Village
3 People. They are not the Village People anymore, but we can't
4 undo the past.

5 MS. WILLIS: Well, Your Honor, I don't know what you
6 exactly mean by that, but I will tell you what Facebook can't
7 do, and Facebook has admitted that, and that is this: Facebook
8 wants to be reputable. Okay. Facebook will not take a major
9 Facebook page like the Village People and suddenly convert it
10 over to a group member that used to be in there. That would be
11 like Victor Willis at some point saying to Facebook, you know,
12 while the Sixxus were still in control, well, you know, I used
13 to be Village People because I recorded the first few albums, so
14 we want every visit. So Your Honor, please talk to Facebook.
15 Please convert the Village People Facebook page to Victor
16 Willis. Never mind it is just converted, and then Facebook
17 says, oh, are you telling me that you actually just changed your
18 name to Victor Willis? Yeah. Oh, okay. Then here, you can
19 have this page.

20 That's what they did. I discovered it, Your Honor, after
21 the last conference hearing that we had, and they are not going
22 to get away with it. Facebook is prepared to tell all, and they
23 are going to.

24 THE COURT: Where is the affidavit? Do you have some proof
25 beyond your say-so? Where is the affidavit to support your

1 claim that there's been some impropriety here?

2 MS. WILLIS: Your Honor, here is -- here is what I am going
3 to do if we don't settle this. As Judge Seibel has made it very
4 clear, did not consummate it here. I intend to sue Facebook,
5 and I intend to get all of the evidence that's necessary to show
6 not only did the Sixxvux lie to tell the Facebook that they were
7 actually the -- that the Village People had changed their name
8 to the Kings of Disco, but I intend to show that they violated
9 the Court's order by doing that because Judge Seibel ordered
10 that site shut down. So, yes, I do plan -- I do plan on suing
11 Facebook because what the Sixxvux has done is disingenuous.
12 They have attempted to interfere continuously here in this case,
13 even in midst of the settlement, and yet I am to go here now and
14 say, oh, let's settle. I want to settle, Your Honor. But I am
15 simply saying to them, I want them to -- to unattach the Village
16 People Facebook page from the Kings of Disco, and do it quickly.
17 I want them to tell Facebook that they are not associated with
18 Village People. Once they tell Facebook that, Facebook is going
19 to shut them down, once they tell them the truth. Those are the
20 two things I want them to do.

21 Now, if they don't want to do that, Your Honor, I will
22 simply say to them, please surrender over the "likes" because
23 those "likes" do not belong to you. Those "likes" belong to
24 Village People, not the Kings of Disco, and the Kings of Disco
25 does not have a right to be communicating with those Village

1 People fans any more than the Village People page I would have a
2 right to communicate with the handful of Kings of Disco's fans.
3 It's not fair. It's not fair. And we can settle this, Your
4 Honor. We can settle this now by them simply agreeing to do
5 those things. It shouldn't be hard.

6 THE COURT: The whole issue of the "likes" was fully
7 discussed, and you surrendered that as an issue. You explicitly
8 said, that's not going to stand in the way of a settlement. I
9 agree to the deal.

10 So the whole issue of the "likes," as far as I am
11 concerned -- now I am not the final arbiter; Judge Seibel may
12 disagree -- but I would recommend to Judge Seibel that the issue
13 of the "likes" on the Facebook page has already been resolved,
14 but I want to hear from Mr. Adelman at this point.

15 MR. ADELMAN: Yes. So on page 61 of the same TRO
16 transcript, "So why don't I say transfer of the content of the
17 Facebook page and Twitter account, the two different URLs, would
18 constitute compliance?" That's Judge Seibel agreeing with you,
19 Your Honor, that all of the content, which includes the "likes,"
20 is the property of Kings of Disco.

21 Not only that, okay, my understanding of why Facebook
22 changed the name from Official Village People to Kings of Disco
23 was because of the judge's court order, and that makes much more
24 sense than my client saying anything.

25 So I don't think Facebook would do anything but with a

1 court order. That's why they are not giving Karen Willis an
2 affidavit. That's why they are not giving her any information,
3 and I don't believe that they are saying to her any of this
4 stuff because -- nevertheless, if I could just make one more
5 point, which is about intellectual property law, and that is the
6 only way that Can't Stop would own any of the "likes" or any of
7 the material would be if there was a writing which specifically
8 transferred that intellectual property to them. As we know in
9 this case there is none. So that is a moot point, and I think I
10 agree with Your Honor when you say, you can't erase the past.
11 That is their past. They have historical -- that's historical
12 accuracy.

13 The other thing I might say is I did a little snooping
14 myself in Facebook, and while I don't know whether this actually
15 happened or not, but I believe what happens when you transfer a
16 URL from one name to another is Facebook sends out a message or
17 a notice or what have you, and lets everybody know that it's
18 happening, and that would make perfect sense to me because
19 Facebook would want to do that.

20 The stuff that makes sense to me is that Facebook is a huge
21 company, and is not going to just turn things over and move
22 things around simply because somebody asks. The court order of
23 Judge Seibel, though, makes much more sense to me.
24 Nevertheless --

25 MS. WILLIS: Your Honor?

1 MR. ADELMAN: Excuse me. I am still talking.

2 MS. WILLIS: No.

3 MR. ADELMAN: I agree, Your Honor, this matter was agreed
4 to and it is moot, but nevertheless, saying that she discovered
5 it in the last two weeks I think is disingenuous. I think it's
6 in the transcript. Not only the last transcript, but in the
7 March 16th transcript.

8 MS. WILLIS: Your Honor, if Mr. Adelman here is attempting
9 to suggest to the Court that somehow the Sixxvux has provided
10 Facebook with the Court's order. In fact, if -- I believe
11 Sixxvux has, in fact, provided the Court -- Facebook with the
12 Court's order because Facebook would never have moved the page
13 over, okay, because the Court's order does not support it being
14 switched or transferred over to the Kings of Disco. And, again,
15 you can -- you can point -- you can talk about what I -- what I
16 said at the last meeting, you know. All they want here -- I am
17 simply saying to you that since that time I have discovered that
18 the Sixxvux have falsely claimed Facebook, that they have the
19 right to transfer over the Village People Facebook page to the
20 Kings of Disco, something that I was unaware at the time. They
21 have no right to do, and as a result of that, Your Honor, as a
22 direct result of that, and as a direct result of me discovering
23 that they have also transferred over an actual Village People
24 page over to themselves, and it's right there on there telling
25 you they have done so. They are denying that they did. Because

1 of those things, Your Honor, I am not going to go along with
2 what I said. I have the right to change on that.

3 THE COURT: No, you don't. No, you don't. No, you don't.

4 Once you have agreed, and we have a record of your
5 agreement, you can be held to that agreement. You don't get to
6 say, oops, I changed my mind. So I appreciate that you don't --
7 I appreciate that you don't think that's fair, but that's the
8 way it works. That's why there is a record. That's why we keep
9 a record so that we know what the agreement is. That's why I
10 made sure that after the details were discussed, I elicited from
11 you that you understood and agreed.

12 So I appreciate that you don't want to agree now, but you
13 agreed of your own free will -- nobody was twisting your arm --
14 on March 28th. And I am very sad that you see things
15 differently now.

16 MS. WILLIS: Your Honor, look, the thing is that, again, I
17 am being clear to the Court here, okay, is that I can, in fact,
18 have a change of heart for a cause. I can, in fact, have a
19 change of heart if I discovered that the Sixxvux have done
20 things after the fact that is going to impact me agreeing to
21 that. That's what has occurred here. Yeah, if you want to
22 litigate that issue, Your Honor, they want to litigate, go right
23 ahead. I am confident that Judge Seibel will likely say, yes, I
24 can, in fact --

25 THE COURT: Okay. Then --

1 MS. WILLIS: -- make that change.

2 THE COURT: Then perhaps what we need to do is to move
3 forward with some additional litigation over whether the
4 settlement that we agreed to is going to be enforced, and let me
5 point out that's going to happen soon. You are not going to
6 have time to begin litigation against Facebook and try to get
7 discovery from Facebook to be able to use here. Obviously, if
8 you can obtain information from Facebook in the meantime, that's
9 perfectly fine. You are free to do that. But I think we are
10 just so clearly not on the same page now, even though we were on
11 the same page on March 28th, incorporating perhaps what we
12 talked about earlier in this last hour and a half, but I think
13 what I ought to do is to give Mr. Adelman an opportunity to make
14 a motion, if he chooses to do so, to enforce the settlement, and
15 then you are entitled to respond and to oppose it.

16 MS. WILLIS: Absolutely. And to appeal, too. So let him
17 go right ahead. But that's the easy thing. But if Mr. Adelman
18 wants to go down that road, I am happy to walk that road with
19 him.

20 However, it will be much easier, Your Honor, I propose to
21 him to simply do what I am asking, and it's simple. I am simply
22 asking that they stop the whole issue of the Facebook page. If
23 they want to fight over that, go right ahead. Go right ahead.
24 If they want to settle it, it may be easier just to say, look,
25 she is simply asking that we un -- unhinge this Village People

1 page right now, and also she is simply saying, hey, we have
2 commandeered a Village People Facebook page through Facebook,
3 and she is saying she doesn't want me to have them, why do we
4 need them? Why don't we start anew?

5 THE COURT: Ms. Willis, let me hear from Mr. Adelman.

6 MR. ADELMAN: I would like on the record to know the URL of
7 the Facebook page she thinks we have commandeered. Then I would
8 like on the record right now exactly what she thinks the steps
9 are and the procedure is to unhinge that Facebook page from my
10 client's Kings of Disco page.

11 MS. WILLIS: Okay. All right. I can tell you now --

12 MR. ADELMAN: And then I can tell you my response.

13 MS. WILLIS: Okay. Well, Facebook has what's known as a
14 Wiki page. They have it for every --

15 MR. ADELMAN: All I wanted was a URL.

16 MS. WILLIS: Well --

17 MR. ADELMAN: I don't know what a Wiki page is. I know
18 that the whole Internet is governed by URLs.

19 MS. WILLIS: Hold on. Let me see if I see this now, the
20 actual URL. Hold on a second here.

21 MR. ADELMAN: I apologize, Your Honor, for speaking over.

22 THE COURT: Just so everyone knows, I have 20 minutes
23 before I turn into a pumpkin, so whatever we are going to do, it
24 has to happen in the next 20 minutes.

25 MS. WILLIS: All right. Well, Judge Seibel has given us

11 -- until a certain date to get this resolved.

THE COURT: I feel -- I feel without question she will extend that time.

MS. WILLIS: All right. So let me see here. It's -- let me see if it actually -- if that page actually gives the URL. Facebook, Kings of Disco. Here it is. I am putting it in here now. Okay. Here it is. It says, "You are redirected here" -- on the Official Kings of Disco page -- it says, "You were redirected here from the unofficial page Village People."

So I am going to click on that Wiki page right now, and it will -- should give me a URL. Here it is. I have it right here. It's in front of me.

MR. ADELMAN: Read it out.

MS. WILLIS: It's Village People -- it's Facebook.com slash pages, P-A-G-E-S, pages, slash Village dash People slash 109861955707362 question mark, "N" as in Nancy, "R" as in Richard. If you click on that page right now, it is a Village People Facebook page created by Wikipedia. That's the page that -- that 99 percent of all the people now are being directed to, and that's how the Sixuvus is getting ranked high because they have commandeered that page by transferring it over. They need to unhinge that page. It's very easy to do.

MR. ADELMAN: Yeah, it's very easy to do. Let's hear it: How do you do it?

THE COURT: How? How? How, Ms. Willis?

1 MS. WILLIS: Here is how they do it. This is how they do
2 it.

3 MR. ADELMAN: Uh-huh.

4 MS. WILLIS: Someone that's connected to them -- because
5 there is no other reason for anyone to do it other than someone
6 connected to them -- it's in the system. Someone connected to
7 them actually went to that page and claimed it.

8 THE COURT: No. No. No. No. No. No. The question is:
9 How do they un-connect from it? What is the method?

10 MS. WILLIS: I am telling you. I need to tell you how it's
11 done. Then you forward it. Just a moment. I am trying to
12 explain it here.

13 THE COURT: You are telling us how you think it did happen
14 in the past.

15 MS. WILLIS: No. No. No. I know exactly how it happened,
16 and this is how you have to undo it. Now --

17 THE COURT: Tell us the "undo it."

18 MS. WILLIS: All right. All right. Look, to undo it, if
19 they -- by the way, it's David Hodo that's actually the
20 administrator of that Wiki page that he claimed it on behalf of
21 Village People, and so all he has to do, Your Honor, is to -- is
22 to basically go in -- into the actual page and just delete it or
23 just say, okay, we are going to unattach it. It's a little
24 button in there.

25 Or the Sixuvus, the other way is for the Kings of Disco to

1 send a note to Facebook, the same people that they communicated
2 with to get it switched over to say, by the way, this particular
3 URL right here has been -- has been mistakenly -- this is a
4 Village People URL. It's been -- it's been attached to Kings of
5 Disco. Can you please unattach that because we are not -- we
6 are not Village People? We are the -- so there is two ways of
7 doing it. That -- those are the two ways they can do it. If
8 they agree that they are going to do it, we've got that issue
9 out of the way, at least that part. Then we go to the next part
10 here.

11 THE COURT: I thought that was the major issue. So,
12 Ms. Willis, I have a printout of the Kings of Disco homepage,
13 and you are saying there is a button, a little button that
14 allows it to be unattached. I am looking at the page. I have
15 about six pages that I printed out. Where is the "unattach"
16 button?

17 MS. WILLIS: Your Honor, it's not there. It's going to be
18 administration of the page. You have to be an administrator to
19 do that. Some -- okay. It's not -- it's not that -- it's done
20 as a part of the -- you have to go in what they call the hosting
21 area, the administration area. Again, they can either request
22 Facebook to unattach it, meaning that -- but they would have to
23 represent to Facebook that they are not -- they should not have
24 access -- that they have to represent to Facebook that the
25 Village People page should not be directed to them. Once the

1 Sixuvus informs Facebook of that, Facebook will immediately
2 unattach that or unhinge it as they call, right?

3 The other way is for the actual administrator of that
4 Village People page, who we have tracked to be David Hodo, who
5 is still involved with them, by the way. All he has to do is to
6 send a note to Facebook saying, oops, I mistakenly pointed the
7 Village People page to the Kings of Disco. Could you please,
8 you know, delete that? And they will do it there. There is two
9 ways of doing it. All the Sixuvus have to do is agree that they
10 are going to get it done.

11 THE COURT: Mr. Adelman?

12 MR. ADELMAN: No. I have no idea. First of all, I don't
13 think -- why would David Hodo have anything to do with this?
14 And but the thing is, is that she gave us a page with a whole
15 bunch of numbers, and none of it makes any --

16 MS. WILLIS: You asked for it.

17 MR. ADELMAN: Again, yes, and I am happy to investigate it.
18 If this is the only issue left, I will look into it myself
19 personally, and if I say, okay, we will do this, we have a
20 settlement.

21 MS. WILLIS: Yeah, but it's only part of this. Read my
22 letter I sent over.

23 Here is the other part. It's very simple for the Sixuvus.
24 If you don't want to settle because of this, you want to hold
25 onto it, go right ahead.

1 Okay. The Sixxvus right now, okay, if you want to keep the
2 content, right, go right ahead and keep the content, but what I
3 am saying is that the Sixxvus must request that Facebook delete
4 the Village People "likes," and then they will have an
5 opportunity to acquire their own "likes" as the Kings of Disco.

6 THE COURT: I have already said this to you, Ms. Willis.
7 This was expressly discussed, and you expressly said, "Never
8 mind. I don't need to deal with that. I give up contesting
9 that issue." I cannot imagine that Mr. Adelman would agree to
10 have any further discussion on the "likes."

11 So here is what we are going to do: And I am telling you,
12 I literally am turning into a pumpkin in 12 minutes. Here is
13 what we are going to do: I am going to give Mr. Adelman
14 whatever time he wants to try to reach an agreement that the
15 three of you -- that is to say, Ms. Willis, Mr. Levy and
16 Mr. Adelman -- can live with. Either you do it before -- and I
17 will ask Judge Seibel to extend the date for a consummation of
18 the settlement -- either you do it before May 25th or on
19 May 25th, Mr. Adelman can file a motion to enforce the
20 settlement.

21 Similarly, on that date, Ms. Willis, if you want to make a
22 motion to reopen the case, assuming Judge Seibel grants your
23 currently-pending motion, then that could also occur on
24 May 25th. I don't know what else to do at this point.

25 Any opposition --

1 MS. WILLIS: Your Honor --

2 THE COURT: Any opposition to the motions would be due
3 May 8th. Replies May 13th.

4 MR. ADELMAN: You mean June?

5 THE COURT: I am sorry. June, June, June, June, June.
6 June 8th. Replies June 15th.

7 MR. ADELMAN: And we make that motion to you?

8 THE COURT: Yes. The motion to me, and I will undoubtedly
9 proceed by report and recommendation to Judge Seibel.

10 MR. ADELMAN: That sounds good.

11 THE COURT: So that gives you opportunities to make your
12 objections to Judge Seibel as well.

13 MR. LEVY: Your Honor, just for clarification, on the two
14 most recent letters from Judge Seibel, she pointedly said that
15 only the plaintiff -- she said the plaintiff may apply by letter
16 within the restoration period to restore the case.

17 THE COURT: Yes. And Ms. Willis has made a letter motion.

18 MR. LEVY: She made a motion.

19 THE COURT: I just received it.

20 MR. LEVY: Right.

21 THE COURT: She's made a letter motion to be allowed to do
22 that. I don't know what Judge Seibel is going to do with her
23 letter motion, but I expect she will decide it promptly.

24 MR. LEVY: Well, right now, though, if -- I know you
25 just -- your orders are Mr. Adelman on behalf of his client can

1 move to restore. If he doesn't --

2 THE COURT: No. No. I said he can move to enforce the
3 settlement.

4 MR. LEVY: Move to enforce. I am sorry.

5 But if he doesn't, would we have to make that -- if he
6 decides to enforce the settlement, do we have to make the motion
7 or it's already been granted, and we would choose just not to
8 act within the 30-day period to restore it?

9 THE COURT: No. You have to -- you have to make an
10 affirmative application to restore.

11 MR. LEVY: Would that be a motion or just an application
12 saying --

13 THE COURT: You can just do it by letter to Judge Seibel
14 asking to have it restored to the calendar.

15 MR. LEVY: And the only other thing, and again, in most
16 cases, Mr. Adelman and I are fine, and I think we can resolve
17 things. There are certain things like my client asked me, and I
18 don't know, he said there was a domain name VillagePeople.band,
19 which was supposed to be shut down. I am sure you could take a
20 look into that, and then --

21 MR. ADELMAN: We can do this offline. This is the whole
22 thing, Your Honor, if I may -- I am sorry, Stewart, I am going
23 to get in -- is that the settlement agreement doesn't mean the
24 communication ends. If there is an issue, you have a
25 conversation. So yes, we can look into that, and if that's a

1 problem, we will take care of it.

2 MR. LEVY: And the only other thing, and maybe this will
3 satisfy Ms. Willis a little bit, well, we looked and we saw that
4 Red Entertainment, which is a booking agency, which I believe
5 Mr. Adelman said Sixuvus doesn't use anymore, they have been
6 advertising on the Internet a picture of the Sixuvus group and
7 they call it, "The Kings of Disco 1977 to 2018 now in their 41st
8 year." Now, I don't blame Sixuvus for this if they tell me they
9 don't use this company anymore, but maybe there is a way for
10 Sixuvus to contact people they used to use and tell them to
11 knock it off because it's causing problems.

12 MR. ADELMAN: Just let me know. I mean, this is the
13 silliness of all of this is I could -- just let me know what the
14 issue is very succinctly. We will take care of whatever needs
15 to be done within the confines, but I just want to make sure I
16 understand something, Your Honor, and that is, the enforcement
17 of the settlement agreement includes what we agreed to today.

18 THE COURT: Yes. Yes. I think that's right and --

19 MR. ADELMAN: Okay.

20 THE COURT: -- on behalf of the Court, I am ordering the
21 transcript. Thank you.

22 MR. ADELMAN: Thank you, Your Honor.

23 MR. LEVY: Did we revise the agreement?

24 MR. ADELMAN: Just the one piece where we are going to --

25 THE COURT: The changing the timing within which to remove

1 any negative or disparaging material.

2 MR. ADELMAN: Otherwise, it's as-is.

3 MR. LEVY: That would be the document that if the -- I want
4 to enforce the settlement, that's the document that memorializes
5 the settlement, and if we, Can't Stop, want to enforce the
6 settlement, that would be summary of the letters saying we don't
7 want to restore the case. We are happy with the document.

8 THE COURT: I am not going anticipate. Try to work it out.

9 MR. ADELMAN: Yes.

10 THE COURT: Okay? All right. Thank you very much. We are
11 adjourned.

12 (Time noted: 1:20 p.m.)
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